end is not yet. Is it not time that we called a halt to this constantly growing list of manufactured articles that are considered so inherently dangerous in their nature as to put an absolute duty of inspection upon the manufacturer and an absolute liability, even to those with whom he has no privity of contract, if he fails to make such inspection? This criticism is not directed at the conclusion reached by the court but at the basis on which it rests its decision. The defendant contended that it was incumbent upon the plaintiff to show that the defendant had been negligent in the manufacture of the loaf and that the doctrine of *res ipsa loquitur* did not apply to such a case. But this contention was brushed aside and the doctrine of *res ipsa loquitur* allowed to control. In that it would seem the court was wrong. Why not put the case upon the ground that the defendant owed a certain duty of care to the plaintiff and that for the plaintiff to recover he must first show that the defendant has been negligent in the performance of that duty? This phase of the question is barely mentioned, while the duty to inspect is stressed to the point that would hold the defendant liable at all events if he failed to make such inspection. In this regard, and in putting a loaf of bread in the same category with deadly poisons, explosives, and other dangerous instrumentalities the court placed its decision upon a ground extremely hard to support. Opposed to *MacPherson* v. *Buick Motor Co.*, supra, on which case the decision in the principal case was based, is *Cadillac Motor Co.* v. *Johnson*, 221 Fed. 801, 137 C. C. A. 279, L. R. A. 1915E 287, decided by the Federal Court in New York about a year before the decision in *MacPherson* v. *Buick Motor Co.*, by the New York Court of Appeals.

TORTS—STRIKES.—Employes of plaintiff, who is a retail grocer, refused to pay their dues to the local grocery clerks' union. The union, although having no trade dispute with plaintiff, declared a strike against him, and picketed his place and sought to prevent persons from buying of him. Plaintiff brings suit against defendants as officers of the union and also as individuals representing the other numerous members. *Held* that the acts were illegal, and the union and its members were liable therefor. *Harvey* v. *Chapman et al* (Mass. 1917), 115 N. E. 304.

In a case like this, where the injury is intentionally inflicted, the crucial question is whether there is justifiable cause for the act. *Martel* v. *White*, 185 Mass. 255, 69 N. E. 1085, 102 Am. St. Rep. 341, 64 L. R. A. 260; *Jackson* v. *Stanfield*, 137 Ind. 592, 36 N. E. 345, 24 L. R. A. 469. The weight of authority is to the effect that the right of a labor union to use coercion and compulsion by strikes or threats thereof is limited to strikes or threats thereof against persons with whom the combination has a trade dispute. *Pickett* v. *Walsh*, 192 Mass. 572, 78 N. E. 753, 116 Am. St. Rep. 272, 6 L. R. A. N. S. 1667. Likewise it is illegal to coerce the customers or prospective customers of one with whom the union has no trade dispute to withhold their patronage from him. *Thomas* v. *Cincinnati etc. R. Co.*, 62 Fed. 803; *United States* v. *Cassidy*, 67 Fed. 698. Nor is this liability for injury to

one's business by coercing his customers to cease to patronize him dependent on the fact that contract relations are thereby broken. *Gray* v. *Building Trades Council,* 91 Minn. 180, 97 N. W. 666, 103 Am. St. Rep. 477, 63 L. R. A. 753; *Jersey City Printing Co.* v. *Cassidy,* 63 N. J. Eq. 759, 53 Atl. 230. The decision in the principal case is clearly right, there being no real trade dispute between the parties and no justification disclosed for the acts of the defendants. See generally, COOLEY TORTS (3rd ed.) 597-608. See also *Ertz* v. *Produce Exchange,* 79 Minn. 140, 81 N. W. 737, 79 Am. St. Rep. 433, 48 L. R. A. 90. For cases apparently contra to rule of principal case see *J. F. Parkinson Co.* v. *Building Trades Council,* 154 Cal. 581, 98 Pac. 1027, 21 L. R. A. N. S. 550; *State* v. *Van Pelt,* 136 N. C. 633, 49 S. E. 177, 68 L. R. A. 760.

VENDOR AND PURCHASER—TIME OF THE ESSENCE.—Plaintiff agreed to sell certain land to the respondent. The purchase was to be completed by a fixed date, and time was to be "in all respects strictly of the essence of the contract." The purchaser was accidentally prevented from completing at the fixed date, by the sickness of his attorney, and the vendor claimed a right to rescind the contract. In an action by the purchaser for specific performance *Held,* the vendor was entitled to rescind. *Brickles* v. *Snell* [1916] 2 A. C. 599, 86 L. J. P. C. 22.

Time is not of the essence of an agreement to convey land unless it is expressly so stipulated, or follows by necessary implication from the nature of the transaction. *Cromwell* v. *Clinton Realty Co.,* 67 N. J. Eq. 540, 58 Atl. 1030. There are, however, a few decisions to the contrary. *Crippin* v. *Heermance,* Clarke Ch. (N. Y.) 133. But when the contract is merely an option to purchase the courts are agreed that time should be of the essence. *McKenzie* v. *Murphy,* 31 Colo. 274, 72 Pac. 1075. The reason for this is apparent. Any extension of time in such a case might work the prospective vendor irreparable injury. But a contract of that nature is not involved in the principal case. The right to reject title if it is proved legally defective, and the obligation to accept if it is valid, leaves the vendee no option. The most reasonable construction of a contract such as the one involved here would seem to be that the equitable title vested when the contract was entered into; subject to be divested if the vendor should be unable to make good title. But if this view is not taken it must be plain that the vendor-purchaser relation must have been established at the expiration of the ten days at which time, as provided by the contract, the title would be deemed accepted if no written objection were made thereto. The vendor-purchaser relation having been established then under either possible view, the question arises whether the estate of the latter should be divested for failure to perform what must properly be considered a condition subsequent. The vendor could have had specific performance of the contract, and the injury which resulted to him from the trivial default of the purchaser was so slight that enforcement of the stipulation making